

STATE OF MISSISSIPPI



JIM HOOD
ATTORNEY GENERAL

**Prosecutors Training
Division**

The John R. Justice grant funding administered by the individual states is an effort to encourage qualified attorneys to choose careers as prosecutors and public defenders and to continue in that service. It provides up to a yearly maximum of \$10,000 in loan repayment for state prosecutors and state and federal public defenders. The aggregate maximum amount is \$60,000. It covers loans made under the Higher Education Act of 1965, including consolidation loans. Mississippi will receive the sixth year grant of \$35,257 to disburse equally to public defenders and prosecutors. DOJ determines this allocation based on individual state population.

Repayment benefits would be available on a first-come, first serve basis to borrowers **who agree to remain employed as prosecutors or public defenders for at least three years.**

The Mississippi Attorney General's Office has been awarded the grant for loan repayment funds under the John R. Justice Student Loan Repayment Program. We are presently accepting applications for those funds, and applications received by June 30, 2017, will be reviewed by a Selection Committee to determine awards. Individual awards will be made in the amount of \$3,525.70. The state is divided into four different districts and awards will be made on a "least ability to pay" matrix and awarded equally in the four geographic areas.

Please mail packets to:

Cammie Wyatt
Director, Prosecutor Training
Special Assistant Attorney General
P.O. Box 220
Jackson, MS 39205
(601)359-4205
cwyat@ago.state.ms.us

FAQ:

When is the award start and end date? October 1, 2016 through September 30, 2017.

Grant to be renewed by Congress each year.

When is the deadline to submit an application for consideration? June 30, 2017

How are funds disbursed? Funds are disbursed to the Attorney General's Office, which in turn will pay the loan holder directly, (i.e., Sallie Mae) for each beneficiary.

Are there any limitations regarding the number of years an attorney has been practicing?
NO

Are appellate attorneys handling criminal or juvenile delinquency case appeals eligible for the program? YES

Are there any tax consequences associated with receipt of JRJ benefits? Yes, JRJ funds are taxable.

Will accepting JRJ grant funds jeopardize the recipients' eligibility for other loan repayment options, i.e. the Public Service Loan Forgiveness Program? In most cases, JRJ will have little or no effect on the award; however, the benefit may influence a borrower's payment amount due under an income-based repayment plan.

Who is on the Selection Committee? Deputy Attorney General, Special Assistant Attorneys General, a Public Defender, an Office of Indigent Appeals Attorney, District Attorney

- ☐ Program Application
- ☐ Employment Verification
- ☐ Loan Verification
- ☐ NSLDS
- ☐ Service Agreement
- ☐ Salary Certification

**MISSISSIPPI JRJ PROGRAM
2016-2017 APPLICATION**

Please type (in bold) or print your answers

Section A - Certification

I understand that an application packet will not be considered complete unless the following documents are submitted:

1. **Application:** Complete and sign the 2016-2017 *Mississippi JRJ Program* Application form.
2. **Proof of Employment:** Complete the top portion of the *Employment Verification* form and have your employer complete the lower portion of the form.
3. **Proof of Loans:** Submit a recent account statement for each loan that contains all the pertinent loan information in Section B of the Lender Verification form or complete the top portion of the *Lender Verification* form for each loan, have your lender complete the lower portion of the form and submit a form for each loan.
4. **Service Agreement:** Complete and sign the John R. Justice Student Loan Repayment Program (JRJSLRP) Service Agreement.

I understand that the full application packet must be received by **June 30, 2017**.

All the information on this application is true and complete to the best of my knowledge. If asked by the *Mississippi JRJ Program*, I will provide proof of the information I have given on this application.

Signature of Applicant

Date

Section B - Applicant Information

Name:

Work Address:

City:

State:

Zip Code:

Home Address:

City:

State:

Zip Code:

Work Phone:

Home Phone:

Cell Phone:

Work E-mail address:

Home E-mail address:

Employer

Employer:

Date of Hire:

Are you employed full-time (not less than 75 percent of a 40 hour work week?) ____ Yes ____ No

Licensure

Are you licensed to practice law? ____ Yes ____ No

State(s) in which you are licensed:

License number in Mississippi or another state (if federal prosecutor or public defender):

Degree

Law degree from:

Law school graduation year:

Years of qualifying service:

List participation in other loan repayment assistance programs for educational debt:

Number of dependents:

List community service:

Applicant's Spouse Information

Name:

Work Address:

City:

State:

Zip Code:

Cell Phone:

Work E-mail address:

Home E-mail address:

Employer:

Salary:

Spouse's Qualifying Educational Debt:

Section C - Educational Debt

The following loans are eligible for repayment with JRJ funds:

- (1) A loan made, insured, or guaranteed under part B of subchapter IV of Chapter 28 of Title 20 (Federal Family Education Loan Program);
- (2) A loan made under part C or D of subchapter IV of Chapter 28 of Title 20 (William D. Ford Federal Direct Loan and Federal Perkins Loans);
- (3) A loan made under section 1078-3 or 1087e(g) of Title 20 (Federal Consolidation loans and Federal Direct Consolidation loans, respectively).

Attach a summary of your loans from the nslds.ed.gov site to your application.**The first listed loan will be the one that your benefits are paid to:**

Lender/Servicer:

Outstanding balance:

Lender/Servicer:

Outstanding balance:

Lender/Servicer:

Outstanding balance:

Lender/Servicer:

Outstanding balance:

Lender/Servicer:
Outstanding balance:

Lender/Servicer:
Outstanding balance:

Lender/Servicer:
Outstanding balance:

Lender/Servicer:
Outstanding balance:

TOTAL Outstanding Balance:

TOTAL Monthly Payment:

**Mississippi JRJ Program
2016-2017
Employment Verification**

Section A - Release (to be completed by applicant)

Last Name: _____ First Name: _____ MI: _____

Address: _____

City: _____ State: _____ Zip Code: _____

I authorize my employer to provide the employment information requested by the Mississippi JRJ Program.

Applicant's Signature

Date

Section B - Employment (to be completed by employer)

The above named employee has applied for benefits from the *Mississippi JRJ Program*. Please complete the following section and return this form to the applicant.

Job Title of Employee:

Date of Hire:

Is the applicant employed full-time (not less than 75% of a 40 hour work week?)

____ Yes ____ No

Name of Organization:

Office location (city) of employee:

Current Annual Salary:

I certify that the information provided above is true and complete to the best of my knowledge and that the applicant meets the *Mississippi JRJ Program*'s eligibility definition of prosecutor or public defender.

Signature of Authorized Official

Date

Printed name:

Title:

Telephone number:

Email:

Mississippi JRJ Program

2016-2017

Loan Verification

The applicant must submit a recent account statement for each eligible educational loan that contains the information listed below. If the account statement does not contain all the account information, the applicant may write it on the account statement.

Required Loan Information

Name of Lender:

Address of Lender:

Account Number:

Type of Loan (Federal Direct, etc.):

Outstanding Balance:

Type of Repayment Plan:

Loan Status (current, deferral, etc.):

Complete the release below to give permission to the *Mississippi JRJ Program* to obtain additional information, if needed. Make copies of the form if needed for multiple lenders.

Release (to be completed by applicant)

Account Number: _____ Date of Birth: ____/____/____

Last Name: _____ First Name: _____

MI: _____

Permanent Mailing Address: _____

City: _____ State: _____ Zip Code: _____

I authorize my lender, _____, to provide the loan information requested by the *Mississippi JRJ Program*.

Applicant's Signature

Date

John R. Justice Student Loan Repayment Program (JRJSLRP)

Service Agreement

FIRST TIME AWARDEES ONLY

NAME: _____

In consideration of the student loan repayment incentive for which I have been offered under 42 U.S.C. §3797cc-21, I hereby agree as follows:

1. I will remain employed as a prosecutor or public defender for a period of not less than three years (36 months) unless involuntarily separated from my employment.

In accordance with 42 U.S.C. §3797cc-21(b)(1), the term “prosecutor” is understood to mean a full-time employee of a State or unit of local government who -

- (A) Is continually licensed to practice law; and
- (B) Prosecutes criminal or juvenile delinquency cases at the State or unit of local government level (including supervision, education or training of other persons prosecuting such cases).

In accordance with 42 U.S.C. §3797cc-21(b)(2), the term “public defender” is understood to mean an attorney who -

- (A) Is continually licensed to practice law; and
- (B) Is -
 - (i) a full-time employee of a State or unit of local government who provides legal representation to indigent persons in criminal or juvenile delinquency cases (including supervision, education or training of other persons providing such representation);
 - (ii) a full-time employee of a nonprofit organization operating under contract with a State or unit of local government, who devotes substantially all of the employee’s full-time employment to providing legal representation to indigent persons in criminal or juvenile delinquency cases (including supervision, education or training of other persons providing such representation); or
 - (iii) employed as a full-time Federal defender attorney in a defender organization established pursuant to §3006A of Title 18, that provides legal representation to indigent persons in criminal or juvenile delinquency cases.

2. I understand that JRJSLRP funds are a supplement to, not a substitute for, my personal student loan obligations. I understand that amounts to be paid on my behalf are subject to the availability of funds and my continued eligibility. I understand that if I do not remain eligible, then further loan repayments benefits may be denied although the service obligation will remain in force. I understand that the award of JRJSLRP in any fiscal year does not guarantee benefits in future fiscal years, and that awards are subject to the availability of appropriations. I understand that any loan repayments made on my behalf may be taxable and subject to withholding.

3. I authorize the Department of Justice and/or the designated JRJSLRP State administrative agency, to verify the status, payment history and outstanding balance of each qualifying loan, and to discuss the terms with the lender or note holder or predecessors or successors in interest.

The term “qualifying loan” is understood to have the same meaning as “student loan” in 42 U.S.C. §3797cc-21(b)(3):

- (1) A loan made, insured or guaranteed under part B of subchapter IV of chapter 28 of Title 20;
- (2) A loan made under part C or D of subchapter IV of chapter 28 of Title 20; and
- (3) A loan made under §1078-3 or 1087e(g) of Title 20.

Further, the term “qualifying loan” is expressly understood not to include any of the following loans:

- (1) A loan made to the parents of a dependent student under §1078-2 of Title 20.
 - (2) A Federal Direct PLUS Loan made to the parents of a dependent student.
 - (3) A loan made under §1078-3 or 1087e(g) of Title 20 to the extent that such loan was used to repay a loan described in sub. (1) or (2) above.
4. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of any transfer to a new position or employing agency, identifying myself as a JRJSLRP beneficiary.
 5. I will notify the designated JRJSLRP administrative agency, without delay, in writing, of my intention to voluntarily separate, resign or retire from my position as an eligible beneficiary before completing my service obligation under paragraph 1 above.
 6. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of my status in default of any loan obligation with respect to a qualifying “student loan,” as defined in 42 U.S.C. §3797cc-21(b)(3)(A).
 7. In the event I voluntarily leave my position as an eligible beneficiary, or in the event I am involuntarily separated for misconduct or unacceptable performance before completing the agreed upon period of service, I will be indebted to the Federal government and must reimburse the Department of Justice for the full amount of any student loan repayments made on my behalf under this service agreement. I further acknowledge that a sum equal to the amount that I am required to repay shall be recoverable by the Federal government from me (or my estate, if applicable) by such methods as are provided by law for the recovery of amounts owed to the Federal government.

8. I understand and affirm that I remain responsible for making regular student loan payments, that such responsibility is not abated by selection for participation in the JRJSLRP, and that I am required to continue to make personal payments toward my qualifying loans to remain eligible for the JRJSLRP in the future. I understand that JRJSLRP payments will be made directly to the holder of my qualifying loan(s) and that I will not be the direct recipient of any such funds.
9. Loan repayments made on my behalf pursuant to this agreement do not exempt me from responsibility and/or liability for the full amount of any loan in which I am the debtor.
10. I am responsible for any income tax obligation resulting from the student loan repayments made on my behalf.
11. I understand that, by law, repayment benefits made on my behalf cannot exceed \$10,000 in any calendar year or an aggregate total of \$60,000. This limitation should not, under any circumstances, be construed as an obligation of said benefits. This agreement may be modified by the parties, subject to the limitations of 42 U.S.C. §§3797c-21(d) and (e), to provide additional student loan repayment benefits without the need for any entirely new agreement. Such modifications include, but are not limited to, the possibility of payment increases, or the extension of benefits beyond the initial three-year service obligation, in consideration for additional service commitment by the beneficiary, based upon terms to be determined by the parties.
12. Periods of leave without pay, or other periods during which I am not in a pay status do not count toward the completion of the required service period upon reemployment. The service completion date must be extended by the total time spent in non-pay status. However, absence because of uniformed service in a recognized branch of the United States military, authorized maternity/paternity, FMLA or due to compensable injury is considered creditable (within the sole direction of the Director of BJA) toward the required service period upon reemployment.
13. This agreement is null and void if I am not selected for JRJSLRP in the year I sign and date this agreement.
14. Privacy Act Notification: This information is provided pursuant to the Privacy Act of 1974 (Public Law 94-579), as amended, for individuals supplying information for inclusion in a system of records. The authority for the collection of this information is 42 U.S.C. §3797-cc-21. The purpose of the JRJSLRP statute is to encourage qualified individuals to enter and continue employment as prosecutors and public defenders. This Agreement and related data are made part of the file to be used within the Department of Justice for record-keeping and management while participating in the JRJSLRP. The information may also be disclosed outside the Department, as permitted by the Privacy Act and Freedom of Information Act, to the Congress, the Internal Revenue Service and pursuant to court order. You are asked to provide your Social Security Number. Please note that if you do not provide this information, and you are selected to participate in the JRJSLRP, your Social Security Number will be required later to enable the Department to verify you eligibility status.

Failure to submit this information will render this Agreement incomplete, and you will be considered ineligible to participate in the program.

I, _____, agree to the terms of this Service Agreement.

SIGNATURE

DATE

John R. Justice Student Loan Repayment Program (JRJSLRP)

Service Agreement

SECOND TIME AWARDEES ONLY

NAME: _____

In consideration of the student loan repayment incentive for which I may qualify under 42 U.S.C. §3797cc-21, such incentive having been offered above and beyond the incentive(s) from which I have already benefitted from in exchange for a term of service that I have fulfilled, I hereby agree as follows:

1. I will remain employed as a prosecutor or public defender for a period of not less than one year (12 months) unless involuntarily separated from my employment.

In accordance with 42 U.S.C. §3797cc-21(b)(1), the term “prosecutor” is understood to mean a full-time employee of a State or unit of local government who -

- (A) Is continually licensed to practice law; and
- (B) Prosecutes criminal or juvenile delinquency cases at the State or unit of local government level (including supervision, education or training of other persons prosecuting such cases).

In accordance with 42 U.S.C. §3797cc-21(b)(2), the term “public defender” is understood to mean an attorney who -

- (A) Is continually licensed to practice law; and
- (B) Is -
 - (i) a full-time employee of a State or unit of local government who provides legal representation to indigent persons in criminal or juvenile delinquency cases (including supervision, education or training of other persons providing such representation);
 - (ii) a full-time employee of a nonprofit organization operating under contract with a State or unit of local government, who devotes substantially all of the employee’s full-time employment to providing legal representation to indigent persons in criminal or juvenile delinquency cases (including supervision, education or training of other persons providing such representation); or
 - (iii) employed as a full-time Federal defender attorney in a defender organization established pursuant to §3006A of Title 18, that provides legal representation to indigent persons in criminal or juvenile delinquency cases.

2. I understand that JRJSLRP funds are a supplement to, not a substitute for, my personal student loan obligations. I understand that amounts to be paid on my behalf are subject to the availability of funds and my continued eligibility. I understand that if I do not remain eligible, then further loan repayments benefits may be denied although the service obligation will remain in force. I understand that the award of JRJSLRP in any fiscal year does not guarantee benefits in future fiscal years, and that awards are subject to the availability of

appropriations. I understand that any loan repayments made on my behalf may be taxable and subject to withholding.

3. I authorize the Department of Justice and/or the designated JRJSLRP State administrative agency, to verify the status, payment history and outstanding balance of each qualifying loan, and to discuss the terms with the lender or note holder, or predecessors or successors in interest.

The term “qualifying loan” is understood to have the same meaning as “student loan” in 42 U.S.C. §3797cc-21(b)(3):

- (1) A loan made, insured or guaranteed under part B of subchapter IV of chapter 28 of Title 20;
- (2) A loan made under part C or D of subchapter IV of chapter 28 of Title 20; and
- (3) A loan made under §1078-3 or 1087e(g) of Title 20.

Further, the term “qualifying loan” is expressly understood not to include any of the following loans:

- (1) A loan made to the parents of a dependent student under §1078-2 of Title 20.
 - (2) A Federal Direct PLUS Loan made to the parents of a dependent student.
 - (3) A loan made under §1078-3 or 1087e(g) of Title 20 to the extent that such loan was used to repay a loan described in subparagraph (1) or (2) above.
4. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of any transfer to a new position or employing agency, identifying myself as a JRJSLRP beneficiary.
 5. I will notify the designated JRJSLRP administrative agency, without delay, in writing, of my intention to voluntarily separate, resign or retire from my position as an eligible beneficiary before completing my service obligation under paragraph 1 above.
 6. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of my status in default of any loan obligation with respect to a qualifying “student loan,” as defined in 42 U.S.C. §3797cc-21(b)(3)(A).
 7. In the event I voluntarily leave my position as an eligible beneficiary, or in the event I am involuntarily separated for misconduct or unacceptable performance before completing the agreed upon period of service, I will be indebted to the Federal government and must reimburse the Department of Justice for the full amount of any student loan repayments made on my behalf under this service agreement. I further acknowledge that a sum equal to the amount that I am required to repay shall be recoverable by the Federal government from me (or my estate, if applicable) by such methods as are provided by law for the recovery of amounts owed to the Federal government.

8. I understand and affirm that I remain responsible for making regular student loan payments, that such responsibility is not abated by selection for participation in the JRJSLRP, and that I am required to continue to make personal payments toward my qualifying loans to remain eligible for the JRJSLRP in the future. I understand that JRJSLRP payments will be made directly to the holder of my qualifying loan(s) and that I will not be the direct recipient of any such funds.
9. Loan repayments made on my behalf pursuant to this agreement do not exempt me from responsibility and/or liability for the full amount of any loan in which I am the debtor.
10. I am responsible for any income tax obligation resulting from the student loan repayments made on my behalf.
11. I understand that, by law, repayment benefits made on my behalf cannot exceed \$10,000 in any calendar year or an aggregate total of \$60,000. This limitation should not, under any circumstances, be construed as an obligation of said benefits. This agreement may be modified by the parties, subject to the limitations of 42 U.S.C. §§3797c-21(d) and (e), to provide additional student loan repayment benefits without the need for any entirely new agreement. Such modifications include, but are not limited to, the possibility of payment increases, or the extension of benefits beyond the initial three-year service obligation, in consideration for additional service commitment by the beneficiary, based upon terms to be determined by the parties.
12. Periods of leave without pay, or other periods during which I am not in a pay status do not count toward the completion of the required service period upon reemployment. The service completion date must be extended by the total time spent in non-pay status. However, absence because of uniformed service in a recognized branch of the United States military, authorized maternity/paternity, FMLA or due to compensable injury is considered creditable (within the sole direction of the Director of BJA) toward the required service period upon reemployment.
13. This agreement is null and void if I am not selected for JRJSLRP in the year I sign and date this agreement.
14. Privacy Act Notification: This information is provided pursuant to the Privacy Act of 1974 (Public Law 94-579), as amended, for individuals supplying information for inclusion in a system of records. The authority for the collection of this information is 42 U.S.C. §3797-cc-21. The purpose of the JRJSLRP statute is to encourage qualified individuals to enter and continue employment as prosecutors and public defenders. This Agreement and related data are made part of the file to be used within the Department of Justice for record-keeping and management while participating in the JRJSLRP. The information may also be disclosed outside the Department, as permitted by the Privacy Act and Freedom of Information Act, to the Congress, the Internal Revenue Service and pursuant to court order. You are asked to provide your Social Security Number. Please note that if you do not provide this information, and you are selected to participate in the JRJSLRP, your Social Security Number will be required later to enable the Department to verify you eligibility status.

Failure to submit this information will render this Agreement incomplete, and you will be considered ineligible to participate in the program.

I, _____, agree to the terms of this Service Agreement.

SIGNATURE

DATE

John R. Justice Student Loan Repayment Program (JRJSLRP)

Service Agreement

THIRD OR SUBSEQUENT AWARDEES ONLY

I, _____, hereby acknowledge the following:

1. I have personally executed a JRJSLRP Service Agreement and the term of obligated public service thereunder (as designated in said Service Agreement) has not expired as of the date of execution hereunder.
2. Additional JRJSLRP benefit payments have been made on my behalf during the fiscal year in which this document is executed.
3. I remain bound by the terms of my JRJSLRP Service Agreement.
4. At the expiration of my term of obligated public service (as designated in the JRJSLRP Service Agreement to which I am currently subject), I may enter into a separate agreement that will govern the terms and conditions of the receipt of any additional JRJSLRP benefits receive on behalf outside the terms and conditions of the JRJSLRP Service Agreement to which I am now subject.

SIGNATURE

DATE

**John R. Justice Student Loan Repayment Program
(JRJ Grant Program)
Salary Certification**

In addition to my salary as a prosecutor or public defender, of which I am employed more than 75% of a 40 hour work week, my additional income through private practice or other ventures was _____ in the year 2016.

This information will not be shared and will be held confidentially by the Mississippi Attorney General's Office for purposes of selection of John R. Justice grant awards only.

The above amount is accurate to the best of my knowledge.

Please Print: _____

Please Sign: _____

John R. Justice Award Candidate